CHITALDRUG DISTRICT.

SALE OF FUEL TREES.

Notification dated 23rd July 1928.

It is hereby notified for general information that the right to cut and remove fuel trees in the undermentioned coupes in the following State Forests of Chitaldrug District, for the year 1928-29, will be sold by public auction by the District Forest Officer or any other officer deputed by him on the date and places and subject to the conditions mentioned below :—

The sale will commence at 2 P.M. precisely, on each day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 500 and below and of the Conservator of Forests in other cases.

Name of Range	Name of Forest	Name of Working Circle	Coupe number of 1928-29	Area in acres	Place of sale	Date of sale	Distance from Railway Station
			No.	Acre			
Hiriyur	Marikanve ..	Marikanve ..	25	128	Vanivilaspur	10th August 1928.	35 to 40 miles from Chitaldrug or Hosadurga Road Station.
		Uttare ..	25	128			
		Vajra ..	25	105			
		Haldyamanahalli	25	105			
		Kasapanahalli ..	25	105			
		Yelladakere ..	25	120			
		Arasingundi ..	25	105			
	Swarnamukhi —	Uluvinal ..	25	105			
		Mavinamadu ..	16	105			
		Bhutangudi ..	16	102			
	Kudurekanve —	Kanchipura ..	21	110			
		Buksagara ..	24	110			
		Kadavagere ..	23	135			
		Tamadihalli ..	21	110			
	Lakkihalli ..	Gowdahalli ..	24	105			
		Kolal ..	19	118			
		Madihalli ..	18	85	Lakkihalli ..	11th August 1928.	25 miles from Chitaldrug or Hosdurga Road Station.
		Lakkihalli ..	23	118			
		Goolihoshalli ..	24	106			
		Kenkere —	21	118			
Holalkere	Devaragudda ..	Lokadalalu ..	21	101	Hosadurga ..	14th August 1928.	The longest distance from Hosadurga and Holalkere is 22 miles.
		Doddaghatta ..	21	122			
		Kallahalli ..	21	122			
		Galbenahalli ..	21	112			
	Nirthadi ..	Tyagadahalli ..	23	117	Chikjajur ..	18th August 1928.	6 to 8 miles from Sasalu, Amruthapur and Chikjajur.
		Palya ..	23	117			
Chitaldrug	Jogimatti —	Jogimatti ..	19	106	Chitaldrug ..	21st August 1928.	8 miles from Chitaldrug
		Kakkeharu ..	15	85			15 do do
		Kellehadlu ..	16	85			20 do do
		Chikasidavanhalli	16	85			12 do do
		Yerehalli ..	16	106			10 do do
		Kurumaradi ..	15	105			
		Uppanaikanhalli	16	85			
Holalkere	Malebennur	Western ..	24	117	Davangere ..	23rd August 1928.	15 miles to Harihar Railway Station.
		Eastern ..	25	117			
Chitaldrug	Rangainadurga —	Magadi ..	22	48	Jagalur ..	27th August 1928.	25 to 30 Miles from Davangere and 6 to 12 miles from Jagalur.
		Talavarakariyappanahalli.	22	64			
		Rakshakalgudda	22	107			
		Tarehalli ..	22	117			
		Srirambande ..	22	117			
		Ranginadurga ..	22	117			
	Anabur ..	Anabur ..	22	80			6 to 8 miles from Jagalur.
		Kyasanhalli ..	22	80			
Molakalmuru	Hireadvi ..	Hireadvi ..	22	114	Molakalmuru	10th September 1928.	6 miles from Rayadurga 25 to 30 miles from Bellary.
		Devaragudda ..	22	107			
	Konsagara ..	Konsagara ..	11	92			
	Sanjivarayankote	Sanjivarayankote	22	96			
		Chinivalguda ..	22	103			

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of fuel from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads watch and ward of the produce he cuts, etc.

2. Each bidder shall before he is permitted t bid be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, with Local, Railway and Education Cesses on the full sale amount, failing which, the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All fuel yeilding trees except those reserved by the department will be sold for a lumpsum amount for the whole coupe or by acre.

5. Power is reserved to the District Forest Officer or such other officer, conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted, shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself.—

(*a*) That he shall fell the fuel trees purchased by him by the end of December 1928 and complete all removal by the end of January 1929; provided that the District Forest Officer, may at his discretion grant an extension of fifteen days in May or June 1929, after the fall of rains.

No fellings should be done in the months of February, March, April and May.

(*b*) That he shall make the fellings of the trees in a methodical manner from one side of the coupe by the coppice method doing both fellings and coppicing in one operation in such a way that the outer edge of stumps touches the ground and is not split or jammed and that the top of the stump is not more than 9 inches above the ground, leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs and thorny growths that are coming up within a radius of six feet from sandal trees and saplings.

(*c*) That he shall stack fuel in the opens near fellings or that the place appointed by the Range Officer and leave timber poles and logs dressed at the stumps till inspected and passed by the Range Officer and that each consignment of fuel, charcoal or timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*d*) That if any tree, shrub or growth reserved by the department as noted in clause (*b*) *supra* is cut he shall pay a fine not exceeding Rs. 10 per tree.

(*e*) That he shall abide by the rules of the department as regards the kindlings of the fires and shall hold himself responsible for any forest offences committed by his employees or workmen.

(*f*) That no operation shall take place in the forest after sunset and before sunrise.

(*g*) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupe and over the fuel or timber paid for but left unremoved in any of the coupes, after the 30th June 1929.

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the out-turn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

Notification dated 23rd July 1928.

It is hereby informed for general information that the exclusive right of collecting the Minor Forest Produce and Tupra leaves and Honge leaves and seeds on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, reserved lands and Plantations of the District for two years from the date of confirmation of the sale to the end of 30th June 1930 will be resold by public auction at Taluk Headquarters on the dates specified below :—

N.B.—Minor Forest Produce articles are divided into two classes in each taluk.—

(1) Honge of State Forests only and Tupra of the whole taluk except Amarayi lands from one class.

(2) All the other items of the whole Taluk leaving out Amarayi lands form the second class.

(Each class will be sold as a separate item.)

Name of taluk	Place of sale	Date of sale	Officer conducting the sale
1 Hiriyur ...	Hiriyur ...	6th August 1928	The Deputy Commissioner or any Revenue Sub-Division Officer deputed by him with the help of the District Forest Officer, Chitaldrug.
2 Hosdurga ...	Hosdurga ...	13th do ...	
3 Holalkere ...	Holalkere ...	16th do ...	
4 Chitaldrug ...	Chitaldrug ...	21st do ...	
5 Jagalur ...	Jagalur ...	22nd do ...	
6 Harihar ...	Davangere ...	27th do ...	
7 Davangere ...			
8 Challakere ...	Challakere ...	5th Sept. 1928	
9 Molakalmuru ...	Molakalmuru ..	8th do ...	

Remarks.—Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village amarayi consists of the following ten kind of produce found in the assessed waste, gomal, kharab lands, gavtana and other lands set apart for communal purposes:—

1. Hunse, 2. Mavu, 3. Seege, 4. Cocoanut, 5. Hippe, 6. Neralu, 7. Halasu, 8. Jali, 9. Honge seeds and leaves 10. Byala.

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessees shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kan pepper	Maddi
Seege kayi	Kan cardamom	Chilladabija
Gum	Marasani buds	Chagachebija
Honey	Halmaddi	Guggala
Bees-wax	Hulgal seeds	Nim seeds
Kapilarang	Chinnamon seeds	Cashewnut
Gerubija or marking nut	Vetehuli	Pappalichakke
Wood apple	Bende fibre	Hippe seeds
Lichens	Vild olive	Mango fruits
Maradipoppu or charpoppu	Silk cotton	Kalluhuvu
Horns	Kirichal (St. ft.)	Maklieberu (St. Ft.)
Hides	Pith	Sogadeberu
Tarikayi	Linseed	Kakkekayi
Kanchagache	Bolar bark	Somechekke
Gallnut	Pot stone	Lebi fruit
Antavaladakai	Rampatre or Kanpatre	Inglara
Guricharlue	Jungle sefforn	Nili seeds
Wild castor seeds	Patanga	Nux vomica

2. The auction will commence at 2 P.M., and, if it is not concluded continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the office holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the Conservator of Forests, who at his discretion may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidders shall immediately after the close of the sale credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with local, railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser, who will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed, by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer, on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

N.B.—The solvency and the respectability of the sureties should be proved to the satisfaction of the Deputy Commissioner and the sureties shall be held responsible for all payment to be made under the lease and for the due fulfilment of the conditions of the contract.

Note.—A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of three-fourths of sale amount will be paid in three equal instalments as follows :—

First kist on or	before	1st November 1928.
Second	do	1st March 1929.
Third	do	1st July 1929.

In default to pay the instalments on the due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sub-let it to others, without the previous sanction of the Conservator of Forests. If any sub-lessees are approved such sub-lessees shall not further sub-let it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accountsby any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments, of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in the books shall be obtained from the Range Forest Officer and will have seal of the District Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

N.B.—Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligency either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove, out of the limits of the taluk before the 30th June 1930, all the produce collected and sorted under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.

(*m*) The lessee or sub-lessee has no right to the produce on occupied lands and the Village Amarayi as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the minor Forest produce; any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damage will be final. The assessed damage will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part, or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit, in part or in full, the difference will be made good immediately by the contractor and if not the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

Notification dated 28th February 1928.

The undermentioned quantity of timber will be sold in public auction under the following conditions at the following place by the District Forest Officer, Chitaldrug District, on the date note against it :—

Name of Depot	Description of produce	No.	Approximate quantity	Date of sale	Place of sale
Lakkihalli, Hosdurga Taluk.	Kamara Poles ...	880	C.ft. 2,172	11th August 1928	Lakkihalli

Conditions.

1. Each bidder shall place a deposit of Rs. 20 with the officer conducting the sale. But defaulters to the Department will not be allowed to bid at the sale.

2. In the case of purchasers of small quantities the value of which does not exceed Rs. 100 full value thereof should be paid immediately after the sale.

3. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent and, in the latter case, to produce a written authority duly signed by the principal.

4. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

5. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified.

6. All sale of which the amount exceeds Rs. 500 in each case is subject to confirmation by the Conservator of Forests, Shimoga Circle, and in other cases to that of the District Forest Officer.

7. In cases of resales for default of payment of value where no bidders are forthcoming it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice will be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of Land **Revenue.**

8. The deposits tendered by unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being adjusted towards the balance due in full settlement of value of timber purchased by the bidder.

9. The full value of all timber purchased shall be paid within seven days after the date of sale or within seven days after the date of the notice of confirmation of the sale, whichever is later if the value payable is less than 200 rupees. In case of purchases of above Rs. 200 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs 100, provided the full value is paid not later than one month from the date of sale. The moneys shall be paid into such Treasury as the District Forest Officer may direct, within the time specified.

10. If the amount is not fully paid by the purchaser before the dates fixed above the initial deposit as well as the other moneys already paid in shall be forefeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of value of timber as per clause 5 *supra*.

11. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale and no timber shall be removed from the place unless a permit is obtained from the Forest Officer in charge of the depot.

12. If the timber is not removed within the time allowed, the same will be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

M. V. NARASIMHAIYA,
District Forest Officer.

ENGINEERING DEPARTMENT.

MYSORE SPECIAL DIVISION.

Notice dated 24th July 1928.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Special Division, Mysore, up to 18th August 1928, till 2 P.M., for Improving Dr. J. C. Rollo's Quarters at Mysore. An abstract of approximate quantities is given below. These quantities are not guaranteed. The work should be completed by the end of October 1928.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Mysore between the hours of 11 A.M. to 5 P.M. on the working days.

3. Tenders should be submitted on printed forms which may be obtained from the Executive Engineer. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed :—

Description of work	Unit of work	Rate per unit	
		In words	In figures